

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

05 5303

MICHAEL MOLFETTA, SR., Individually and on
Behalf of BRIDGESIDE DRAYAGE, INC., JFK
DELIVERIES, INC., and PORT EQUIPMENT
RENTING CORP.,

Plaintiffs,

- against -

ROBERT L. MOLFETTA, FRANK MOLFETTA,
FRANK S. MOLFETTA, PETER BRUNETTI,
JOHN ROCA, BRIDGESIDE DRAYAGE, INC.,
BRIDGESIDE, INC., JFK DELIVERIES, INC.,
JFK TRUCKING, INC., and PORT EQUIPMENT
RENTING CORP.,

Defendants.

Case No.: 05 CIV. 5303
Judge **FILED**
IN CLERK'S OFFICE
U.S. DISTRICT COURT E.D.N.Y.
★ NOV 10 2005 ★
Magistrate Judge
BROOKLYN OFFICE

VERIFIED COMPLAINT

AMON, J.

POHORELSKY, M.J.

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Plaintiffs, by their attorneys, SCHRIER, FISCELLA & SUSSMAN, LLC.,
alleged as and for their Verified Complaint upon information and belief at all times hereinafter
mentioned as follows:

PARTIES, JURISDICTION AND VENUE

1. Plaintiff, Michael Molfetta, Sr., (hereinafter referred to as "Michael")
resided at and still resides at 3 Shawnee Court, Colts Neck, New Jersey 07722.
2. Plaintiff, Bridgeside Drayage, Inc., (hereinafter referred to as "Drayage")
is a New York Corporation, duly licensed to do business in the State of New York with offices
located at 300 Westin Avenue, Staten Island, New York 10303.
3. Plaintiff, Bridgeside, Inc., (hereinafter referred to as "Bridgeside") is a
New York Corporation, duly licensed to do business in the State of New York with offices
located at 300 Westin Avenue, Staten Island, New York 10303.

4. Plaintiff, JFK Deliveries, Inc., (hereinafter referred to as "Deliveries") is a New York Corporation, duly licensed to do business in the State of New York with offices located at 1200 Brunswick Avenue, Far Rockaway, New York 11691.

5. Plaintiff, JFK Trucking, Inc., (hereinafter referred to as "Trucking") is a New York Corporation, duly licensed to do business in the State of New York with offices located at 1200 Brunswick Avenue, Far Rockaway, New York 11691.

6. Plaintiff, Port Equipment Renting Corp., (hereinafter referred to as "Port") is a New York Corporation, duly licensed to do business in the State of New York with offices located at 207 Meadow Road, Edison, New Jersey 08817.

7. Defendant, Robert L. Molfetta, (hereinafter referred to as "Robert") resided at and still resides at 504 Spotswood Gravel Hill Road, Edison, New Jersey 08831.

8. Defendant, Frank Molfetta, (hereinafter referred to as "Frank") is presently incarcerated in a Federal penitentiary, located at FCI Fort Dix, P.O. Box 38, Fort Dix, New Jersey 08640 and prior thereto, resided at 16 West Castor Place, Staten Island, New York 10312.

9. Defendant, Frank S. Molfetta, (hereinafter referred to as "Frank, Jr.") resided at and still resides at 39 Puchala Drive, Parlin, New Jersey 08859.

10. Defendant, Peter Brunetti, (hereinafter referred to as "Brunetti") resided at and still resides at 134 Sprague Avenue, Staten Island, New York 10307.

11. Defendant, John Roca, (hereinafter referred to as "Roca") resided at and still resides at 125 Goff Avenue, Staten Island, New York 10309.

12. Amfak Container Line, Inc., (hereinafter referred to as "Amfak") is a Delaware Corporation with offices located at 205 Meadow Road, Edison, New Jersey 08817.

13. Distribution Management Group, Inc., (hereinafter referred to as "DMG") is a New Jersey Corporation organized and existing under the laws of the State of New Jersey with offices located at 207 Meadow Road, Edison, New Jersey 08817.

14. DMS International, Inc., (hereinafter referred to as "DMS") is a New Jersey Corporation duly organized and existing under the laws of the State of New Jersey with offices located at 207 Meadow Road, Edison, New Jersey 08817.

15. Riveredge Transportation, Inc., (hereinafter referred to as "Riveredge") is a New Jersey Corporation duly organized and existing under the laws of the State of New Jersey with offices located at 207 Meadow Road, Edison, New Jersey 08817.

16. The amount in controversy exceeds the statutory mandated sum as set forth in 28 USC § 1332.

17. This Court has diversity jurisdiction over this matter under 28 USC § 1332.

18. Venue is proper pursuant to 28 USC § 1391(a) on the grounds that the Defendant Corporations are all New York Corporations transacting business in the State of New York.

BACKGROUND FACTS

- 19. Defendant, Frank, Jr., is the son of Defendant Frank.
- 20. Defendant, Brunetti, is the son-in-law of Defendant Frank.
- 21. Defendant, Roca, is the son-in-law of Defendant Robert.
- 22. Plaintiff, Michael is a one-third shareholder of Amfak.
- 23. Plaintiff, Michael is a director of Amfak.
- 24. Plaintiff, Michael is an officer of Amfak.

- 25. Defendant, Robert is a one-third shareholder of Amfak.
- 26. Defendant, Robert is a director of Amfak.
- 27. Defendant, Robert is an officer of Amfak.
- 28. Defendant, Frank is a one-third shareholder of Amfak.
- 29. Defendant, Frank is a director of Amfak.
- 30. Defendant, Frank is an officer of Amfak.
- 31. Plaintiff, Michael is a one-third shareholder of Drayage.
- 32. Plaintiff, Michael is a director of Drayage.
- 33. Plaintiff, Michael is an officer of Drayage.
- 31. Defendant, Robert is a one-third shareholder of Drayage.
- 34. Defendant, Robert is a director of Drayage.
- 35. Defendant, Robert is an officer of Drayage.
- 36. Defendant, Frank is a one-third shareholder of Drayage.
- 37. Defendant, Frank is a director of Drayage.
- 38. Defendant, Frank is an officer of Drayage.
- 39. Defendant, Brunetti is a one-third shareholder of Bridgeside.
- 40. Defendant, Brunetti is a director of Bridgeside.
- 41. Defendant, Brunetti is an officer of Bridgeside.
- 42. Defendant, Frank, Jr. is a one-third shareholder of Bridgeside.
- 43. Defendant, Frank, Jr. is a director of Bridgeside.
- 44. Defendant, Frank, Jr. is an officer of Bridgeside.
- 45. Defendant, Roca is a one-third shareholder of Bridgeside.
- 46. Defendant, Roca is a director of Bridgeside.

47. Defendant, Roca is an officer of Bridgeside.
48. Plaintiff, Michael is a one-third shareholder of DMG.
49. Plaintiff, Michael is a director of DMG.
50. Plaintiff, Michael is an officer of DMG.
51. Defendant, Frank is a one-third shareholder of DMG.
52. Defendant, Frank is a director of DMG.
53. Defendant, Frank is an officer of DMG.
54. Defendant, Robert is a one-third shareholder of DMG.
55. Defendant, Robert is a director of DMG.
56. Defendant, Robert is an officer of DMG.
57. Plaintiff, Michael is a one-third shareholder of DMS.
58. Plaintiff, Michael is a director of DMS.
59. Plaintiff, Michael is an officer of DMS.
60. Defendant, Frank is a one-third shareholder of DMS.
61. Defendant, Frank is a director of DMS.
62. Defendant, Frank is an officer of DMS.
63. Defendant, Robert is a one-third shareholder of DMS.
64. Defendant, Robert is a director of DMS.
65. Defendant, Robert is an officer of DMS.
66. Plaintiff, Michael is a 50% shareholder of Deliveries.
67. Plaintiff, Michael is a director of Deliveries.
68. Plaintiff, Michael is an officer of Deliveries.
69. Defendant, Robert is a 50% shareholder of Deliveries.

70. Defendant, Robert is a director of Deliveries.
71. Defendant, Robert is an officer of Deliveries.
72. Defendant, Robert is a shareholder of Trucking.
73. Defendant, Robert is a director of Trucking.
74. Defendant, Robert is an officer of Trucking.
75. Defendant, Frank is a shareholder of Trucking.
76. Defendant, Frank is a director of Trucking.
77. Defendant, Frank is an officer of Trucking.
78. Defendant, Frank, Jr. is a shareholder of Trucking.
79. Defendant, Frank, Jr. is a director of Trucking.
80. Defendant, Frank, Jr. is an officer of Trucking.
81. Plaintiff, Michael is a 20% shareholder of Riveredge.
82. Plaintiff, Michael is a director of Riveredge.
83. Plaintiff, Michael is an officer of Riveredge.
84. Defendant, Robert is a 20% shareholder of Riveredge.
85. Defendant, Robert is a director of Riveredge.
86. Defendant, Frank is a 51% shareholder of Riveredge.
87. Defendant, Frank is a director of Riveredge.
88. Defendant, Frank is an officer of Riveredge.
89. Anthony Buonicorsi, (hereinafter referred to as "Buonicorsi") is a 9% shareholder of Riveredge.
90. Plaintiff, Michael is a 33 1/3% shareholder of Port.
91. Plaintiff, Michael is a director of Port.

92. Plaintiff, Michael is an officer of Port.

93. Defendant, Robert is a 33 1/3% shareholder of Port.

94. Defendant, Robert is a director of Port.

95. Defendant, Robert is an officer of Port.

96. Defendant, Frank is a 33 1/3% shareholder of Port.

97. Defendant, Frank is a director of Port.

98. Defendant, Frank is an officer of Port.

99. Amfak is a non-vessel operator (a/k/a N.V.O.), whose business is primarily as a container transporter of goods via ocean and/or air to and from the United States.

100. Defendant Drayage is in the business of trucking containers from ports, (both seaport and airports) to warehouses.

101. Defendant Bridgeside is in the business of trucking containers from ports, (both seaport and airports) to warehouses.

102. DMG operates warehousing facilities particularly for goods transported in containers.

103. DMS is in the business of creating and operating software for the purposes of tracking customers' goods from the factory, while in transit, while in the warehouse and while in transit from the warehouse to its final delivery destination and/or storage facility.

104. Defendant Deliveries primarily performs trucking services from airports directly to customers' warehouses, DMG's warehouses or customers' retail business operations.

105. Defendant Trucking primarily performs trucking services from airports directly to customers' warehouses, DMG's warehouses or customers' retail business operations.

106. Riveredge is primarily in the business of trucking goods from piers to DMG's facilities and from DMG's facilities to retail operations.

107. Defendant Port is in the business of buying and/or leasing equipment and leasing equipment including but not limited to automobiles, trucks, hi-lo's and other machinery to the Defendants herein as well as DMG and Riveredge.

108. Defendant, Frank is the brother of Plaintiff, Michael.

109. Defendant, Robert is the brother of Plaintiff, Michael.

110. Plaintiff, Michael's responsibilities with regard to Amfak was sales.

111. Plaintiff, Michael's responsibilities with regard to Drayage was sales.

112. Plaintiff, Michael's responsibilities with regard to DMG was sales.

113. Plaintiff, Michael's responsibilities with regard to DMS was sales.

114. Plaintiff, Michael's responsibilities with regard to Deliveries was sales.

115. Defendant, Robert was responsible for trucking and transportation operations and management of the various business entities set forth hereinabove.

116. Defendant, Frank was responsible for the operation and supervision of the warehousing operations, inclusive of container tracking services.

117. Without Plaintiff, Michael's knowledge, Defendant, Frank intentionally, periodically, and regularly caused the various business entities, including the Defendants herein, to make inter-company transfers and make payments to Defendant Frank on Defendant Frank's behalf and for Defendant Frank's benefit in a sum in excess of Seventeen Million Dollars (\$17,000,000.00), during the six-year period prior to the date hereof.

118. Without Plaintiff, Michael's knowledge, Michael, Defendant, Robert intentionally, periodically, and regularly caused the various business entities, including the

Defendants herein, to make inter-company transfers and make payments to Defendant Robert on Defendant Robert's behalf and for Defendant Robert's benefit in a sum in excess of Four Million Dollars (\$4,000,000.00), during the six-year period prior to the date hereof.

119. Without Plaintiff, Michael's knowledge, Defendants Frank and Robert formed Defendant Bridgeside.

120. Without Plaintiff, Michael's knowledge, Defendants Frank and Robert caused shares of Bridgeside to be issued to Defendant Brunetti, the son-in-law of Defendant Frank.

121. Without Plaintiff, Michael's knowledge, Defendants Frank and Robert caused shares of Bridgeside to be issued to Defendant Frank, Jr., the son of Defendant Frank.

122. Without Plaintiff, Michael's knowledge, Defendants Frank and Robert caused shares of Bridgeside to be issued to Defendant Roca, the son-in-law of Defendant Robert.

123. Defendant Bridgeside maintains offices at the same location as Defendant Drayage.

124. Defendant Bridgeside utilizes the same equipment as Drayage.

125. Defendant Bridgeside operates the same vehicles as Drayage.

126. Defendant Bridgeside utilizes the same telephone number as Drayage.

127. Defendant Bridgeside employs the same employees as had been by Drayage.

128. Defendant Bridgeside services the same customers as Drayage.

129. Defendant Bridgeside utilizes the same customer list and vendors as Drayage.

130. Defendant Bridgeside holds itself out as Drayage.

131. Defendant Trucking maintains offices at the same location as Defendant Deliveries.

132. Defendant Trucking utilizes the same equipment as Deliveries.

133. Defendant Trucking operates the same vehicles as Deliveries.

134. Defendant Trucking utilizes the same telephone number as Deliveries.

135. Defendant Trucking employs the same employees as had been by Deliveries.

136. Defendant Trucking services the same customers as Deliveries.

137. Defendant Trucking utilizes the same customer list and vendors as Deliveries.

138. Defendant Trucking holds itself out as Deliveries.

139. Defendant Frank has caused Amfak to pay "consulting fees" to Defendant Port without the knowledge and/or consent of Plaintiff.

140. Defendant Frank has caused Drayage to pay "consulting fees" to Defendant Port without the knowledge and/or consent of Plaintiff.

141. Defendant Frank has caused DMG to pay "consulting fees" to Defendant Port without the knowledge and/or consent of Plaintiff.

142. Defendant Frank has caused DMS to pay "consulting fees" to Defendant Port without the knowledge and/or consent of Plaintiff.

143. Defendant Frank has caused Deliveries to pay "consulting fees" to Defendant Port without the knowledge and/or consent of Plaintiff.

144. Defendant Frank has caused Riveredge to pay "consulting fees" to Defendant Port without the knowledge and/or consent of Plaintiff.

145. Defendant Frank has caused Defendant Port to pay directly to Defendant Frank a sum in excess of Three Hundred Thousand Dollars per year (\$300,000.00) for the period January 1999 through 2005 and continuing.

146. On or before June 20, 2005, Defendant Frank was convicted of a felony in the United States District Court of the Eastern District of New York by reason of false testimony given by Defendant, Frank before a Federal Grand Jury.

147. On or about June 20, 2005, Defendant Frank surrendered to the United States authorities and has been and is still confined to the federal penitentiary at Fort Dix, New Jersey.

148. Soon after Defendant Frank's incarceration, Plaintiff became aware of evidence of financial misappropriations by the various Defendants herein and later became aware of the existence of Defendant Bridgeside.

149. Soon after Defendant Frank's incarceration, Plaintiff became aware of evidence of financial misappropriations by the various Defendants herein and later became aware of the existence of Defendant Trucking.

150. Plaintiff, Michael and Defendants, Frank and Robert caused Drayage to obtain a line of credit for the purposes of operating its business.

151. Defendants Frank, and Robert and Plaintiff, Michael personally guaranteed the line of credit granted to Drayage.

152. Defendant Bridgeside is utilizing Defendant Drayage's line of credit, in connection with the operation of its business without the knowledge and/or consent of Plaintiff.

153. Defendant Bridgeside has converted and diverted the assets and business of Drayage without the knowledge and/or consent of Plaintiff.

154. Defendants Frank, Robert, Brunetti, Frank, Jr., and Roca have conspired to and have converted the business of Drayage to Bridgeside.

155. Judy Sinatra, (hereinafter referred to as "Sinatra"), a person known to have had a "romantic relationship" with Defendant Robert, has received and continues to receive a salary and other benefits including but not limited to health benefits from Defendant and/or its related companies, however, was never an employee for any Defendant and/or related sister companies referred to hereinabove.

156. Laura Blass, (hereinafter referred to as "Blass"), a person known to have had a "romantic relationship" with Defendant Frank, has received and continues to receive a salary and other benefits including but not limited to health benefits from Defendant and/or its related companies, however, was never an employee for any Defendant and/or related sister companies referred to hereinabove.

157. Defendants Frank and Robert have caused the corporate defendants to issue checks to the individual defendants or on behalf of the individual defendants without the knowledge and/or consent of Plaintiffs.

158. Attached hereto as Exhibit "A" is a summary by company and by officer of a partial list of checks by category identifying the diversion of assets as set forth hereinabove.

159. At no time did Plaintiff, Michael consent to the formation of Bridgeside.

160. At no time did Plaintiff, Michael consent to the sale of Drayage's assets to Bridgeside.

161. At no time did Plaintiff, Michael consent to the utilization of the line of credit by Bridgeside which was established for use by Drayage.

162. Defendants Frank, Robert, Brunetti, Frank, Jr., and Roca have "frozen-out" Plaintiff, Michael from the business of Drayage and converted the assets for the use and benefit of Bridgeside.

163. Defendants Robert, Frank, Brunetti, Frank, Jr., and Roca did not advise Plaintiff, Michael that Defendants had caused Bridgeside to be formed and conduct business.

164. Defendants Robert, Frank, Brunetti, Frank, Jr., and Roca have received and continue to receive monetary compensation, dividends and other valuable assets as a result of the operation of Bridgeside.

165. Defendants Robert, Frank, Brunetti, Frank, Jr., and Roca caused employees of Drayage to perform services on behalf of and in connection with the business of Bridgeside.

166. Defendants Robert, Frank, Brunetti, Frank, Jr., and Roca did not disclose the foregoing to Plaintiffs and at no time did Plaintiffs consent thereto.

167. At no time did Plaintiff, Michael consent to the formation of Trucking.

168. At no time did Plaintiff, Michael consent to the sale of Deliveries' assets to Trucking.

169. Defendants Frank, Robert, Brunetti, Frank, Jr., and Roca have "frozen-out" Plaintiff, Michael from the business of Deliveries and converted the assets for the use and benefit of Trucking.

170. Defendants Robert, Frank, Brunetti, Frank, Jr., and Roca did not advise Michael that Defendants had caused Trucking to be formed and conduct business.

171. Defendants Robert, Frank, Brunetti, Frank, Jr., and Roca have received and continue to receive monetary compensation, dividends and other valuable assets as a result of the operation of Trucking.

172. Defendants Robert, Frank, Brunetti, Frank, Jr., and Roca caused employees of Deliveries to perform services on behalf of and in connection with the business of Trucking.

173. Defendants Robert, Frank, Brunetti, Frank, Jr., and Roca did not disclose the foregoing to Plaintiffs and at no time did Plaintiffs consent thereto.

174. For the period of January, 1999 through and including the date hereof and continuing, Defendant Robert has performed and continues to perform the same or similar management functions and duties for Bridgeside as he performed for Drayage.

175. For the period of January, 1999 through and including the date hereof and continuing, Defendant, Frank has performed and continues to perform the same or similar management functions and duties for Bridgeside as he performed for Drayage.

176. For the period of January, 1999 through and including the date hereof and continuing, Defendant Robert has performed and continues to perform the same or similar management functions and duties for Trucking as he performed for Deliveries.

177. For the period of January, 1999 through and including the date hereof and continuing, Defendant, Frank has performed and continues to perform the same or similar management functions and duties for Trucking as he performed for Deliveries.

178. Defendant Robert had continued to perform the same or similar management functions or duties as employee of Deliveries for the period of January 1, 1999, through and including the date hereof.

179. Defendants Frank, Robert, Frank, Jr., Brunetti and Roca have caused Defendant companies and other related "sister" companies to increase the salaries said companies pay to the individual defendants and further pay expenses and make purchases on behalf of said Defendants without the consent of Plaintiff, to Plaintiff's detriment.

180. Such payments were made at the request and the behest of Defendants Frank and Robert.

181. Such payments were made without the consent of Plaintiff Michael.

182. Defendants Frank, Robert, Brunetti, Frank, Jr., and Roca have caused the corporate Defendants to pay automobile expenses, including but not limited to car rental payments, lease payments, finance payments, repair costs, insurance costs, fuel costs, etc., on the individual Defendants' behalf without the knowledge and/or consent of Plaintiff Michael.

183. Defendants Frank, Robert, Brunetti, Frank, Jr., and Roca have caused the corporate Defendants to pay miscellaneous expenses, on the individual Defendants' behalf without the knowledge and/or consent of Plaintiff Michael.

184. Defendants Frank, Robert, Brunetti, Frank, Jr., and Roca have caused the corporate Defendants to pay for life insurance premiums, on the individual Defendants' behalf without the knowledge and/or consent of Plaintiff Michael.

185. Defendants Frank, Robert, Brunetti, Frank, Jr., and Roca have caused the corporate Defendants to pay professional expenses, on the individual Defendants' behalf including but not limited to legal fees unrelated to the operation of the businesses, etc., without the knowledge and/or consent of Plaintiff Michael.

186. Defendants Frank, Robert, Brunetti, Frank, Jr., and Roca have caused the corporate Defendants to pay for the repair, construction, and renovations of the individual

Defendants' personal homes and/or personal real estate expenses, without the knowledge and/or consent of Plaintiff Michael.

187. Defendant Robert has a fiduciary duty as an officer and director of Drayage to Plaintiff.

188. Defendant Frank has a fiduciary duty as an officer and director of Drayage to Plaintiff.

189. Defendant Robert has a fiduciary duty as an officer and director of Deliveries to Plaintiff.

190. Defendant Robert has a fiduciary duty as an officer and director of Port to Plaintiff.

191. Defendant Frank has a fiduciary duty as an officer and director of Port to Plaintiff.

192. Defendant Robert has breached his fiduciary duties to Plaintiff.

193. Defendant Frank has breached his fiduciary duties to Plaintiff.

194. Plaintiff Michael is bringing these causes of action both individually and derivatively on behalf of Drayage, pursuant to NY Bus. Corp. Law § 626 and § 720 as the secretary and treasurer of Drayage.

195. Plaintiff, Michael is bringing these causes of action both individually and derivatively pursuant to NY Bus. Corp. Law § 626 and § 720 as a 33 1/3 % shareholder and director of Drayage.

196. Plaintiff, Michael is bringing these causes of action both individually and derivatively on behalf of Deliveries, pursuant to NY Bus. Corp. Law § 626 and § 720 as the president and treasurer of Deliveries.

197. Plaintiff, Michael is bringing these causes of action both individually and derivatively pursuant to NY Bus. Corp. Law § 626 and § 720 as a 50% shareholder and director of Deliveries.

198. Plaintiff, Michael is bringing these causes of action both individually and derivatively on behalf of Port, pursuant to NY Bus. Corp. Law § 626 and § 720 as a vice president of Port.

199. Plaintiff Michael is bringing these causes of action both individually and derivatively pursuant to NY Bus. Corp. Law § 626 and § 720 as a 33 1/3 % shareholder and director of Port.

200. Defendants, Frank, Robert, Frank, Jr., Brunetti and Roca, in an attempt to defraud Plaintiffs formed Bridgeside.

201. Defendants Frank, Robert and Frank, Jr., in an attempt to defraud Plaintiffs formed Trucking.

202. Defendant Brunetti, as Defendant Frank's son-in-law and attorney-in-fact is a 33 1/3 % shareholder of Bridgeside.

203. Defendant Frank, Jr., as Defendant Frank's son and attorney-in-fact holds 33 1/3% of the shares of stock of Defendant Bridgeside.

204. Defendant Roca, as the son-in-law of Defendant Robert and attorney-in-fact for Robert, holds 33 1/3 % of the shares of Defendant Bridgeside.

205. Defendant Robert owns one-third of the outstanding shares of Trucking.

206. Defendant Frank, Jr., owns one-third of the outstanding share of Trucking.

207. Defendant Frank owns one-third of the outstanding share of Trucking

208. Bridgeside is in the same or similar business as Drayage.

209. Trucking is in the same or similar business as Deliveries.

210. Bridgeside operates out of the same premises as Drayage.

211. Trucking operates out of the same premises as Deliveries.

212. Bridgeside conducts its business using the same employees and the same equipment and telephone number as Drayage.

213. Trucking conducts its business using the same employees and the same equipment and telephone number as Deliveries.

AS AND FOR THE FIRST CAUSE OF ACTION

214. By reason of the foregoing, Plaintiffs seek judicial dissolution of Drayage pursuant to NY BCL § 1104 et. seq.

215. By reason of the foregoing, Plaintiffs have been damaged in the sum of Twenty Million Dollars (\$20,000,000.00).

AS AND FOR THE SECOND CAUSE ACTION

216. Plaintiffs repeats and reiterates each and every allegation contained in paragraph numbered (1) through (215) as if fully set forth at length herein.

217. By reason of the foregoing, Plaintiffs seek judicial dissolution of Bridgeside pursuant to NY BCL § 1104 et. seq.

218. By reason of the foregoing, Plaintiffs have been damaged in the sum of Twenty Million Dollars (\$20,000,000.00).

AS AND FOR A THIRD CAUSE OF ACTION

219. Plaintiffs repeats and reiterates each and every allegation contained in paragraph numbered (1) through (218) as if fully set forth at length herein.

220. By reason of the foregoing, Plaintiffs seek judicial dissolution of Deliveries pursuant to NY BCL § 1104 et. seq.

221. By reason of the foregoing, Plaintiffs have been damaged in the sum of Twenty Million Dollars (\$20,000,000.00).

AS AND FOR A FOURTH CAUSE OF ACTION

222. Plaintiffs repeats and reiterates each and every allegation contained in paragraph numbered (1) through (221) as if fully set forth at length herein.

223. By reason of the foregoing, Plaintiffs seek judicial dissolution of Trucking pursuant to NY BCL § 1104 et. seq.

224. By reason of the foregoing, Plaintiffs have been damaged in the sum of Twenty Million Dollars (\$20,000,000.00).

AS AND FOR A FIFTH CAUSE OF ACTION

225. Plaintiffs repeats and reiterates each and every allegation contained in paragraph numbered (1) through (215) as if fully set forth at length herein.

226. By reason of the foregoing, Plaintiffs seek judicial dissolution of Port pursuant to NY BCL § 1104 et. seq.

227. By reason of the foregoing, Plaintiffs have been damaged in the sum of Twenty Million Dollars (\$20,000,000.00).

AS AND FOR A SIXTH CAUSE OF ACTION

228. Plaintiffs repeats and reiterates each and every allegation contained in paragraph numbered (1) through (218) as if fully set forth at length herein.

229. Defendants Frank, Robert, Frank, Jr., Brunetti and Roca have converted for their own use assets of Drayage, including but not limited to causing Drayage to transfer

assets to Bridgeside and to Defendants Frank, Robert, Frank, Jr., Brunetti and Roca, individually and/or pay the personal expenses of each Defendant individually, as more fully set forth hereinabove.

230. By reason of the foregoing, Plaintiffs both individually and derivatively on behalf of Drayage have been damaged in the sum of Twenty Million Dollars (\$20,000,000.00).

AS AND FOR A SEVENTH CAUSE OF ACTION

231. Plaintiffs repeats and reiterates each and every allegation contained in paragraph numbered (1) through (230) as if fully set forth at length herein.

232. Defendants, Robert, Frank and Frank, Jr., have converted to their own use assets of Deliveries, including but not limited to causing Deliveries to transfer assets to Defendant Trucking, Robert, Frank and Frank Jr., individually and/or pay personal expenses for Robert, Frank and Frank, Jr., as more fully set forth hereinabove.

233. By reason of the foregoing, Plaintiffs both individually and derivatively on behalf of Deliveries have been damaged in the sum of Twenty Million Dollars (\$20,000,000.00).

AS AND FOR AN EIGHTH CAUSE OF ACTION

234. Plaintiffs repeats and reiterates each and every allegation contained in paragraph numbered (1) through (233) as if fully set forth at length herein.

235. Defendants willfully and premeditatedly conspired with each other and willfully and premeditatedly entered into, embarked upon and acted upon a plan, scheme and conspiracy which was calculated, designed and intended to defraud and deceive Plaintiffs both individually and Drayage of valuable assets.

236. Defendants willfully and premeditatedly conspired to deprive Plaintiffs individually and Drayage of property, money and valuable rights.

237. Defendants had knowledge of the improper and fraudulent transfer of assets of Drayage without Plaintiffs knowledge.

238. Defendants caused Plaintiff to be "Frozen-out" of the business of Drayage.

239. Defendants conspired to deprive plaintiffs and Drayage of property, money and rights and to cause Drayage to lose business by forming "SHADOW" corporations under defendants' sole control whose businesses was similar to Drayage for the purpose of diverting property, money and assets to Defendants individually.

240. Each of the foregoing acts were committed by Defendants pursuant to and the furtherance of the conspiracy for the expressed and intended purpose of deceiving and defrauding Plaintiffs and Drayage, thereby depriving Plaintiffs of their money, property and rights.

241. The acts of Defendants were done willfully, maliciously and without cause and for the purpose of causing harm.

242. By reason of the foregoing, Plaintiffs have been damaged in the sum of Twenty Million Dollars (\$20,000,000.00).

AS AND FOR AN NINETH CAUSE OF ACTION

243. Plaintiffs repeats and reiterates each and every allegation contained in paragraph numbered (1) through (242) as if fully set forth at length herein.

244. Defendants willfully and premeditatedly conspired with each other and willfully and premeditatedly entered into, embarked upon and acted upon a plan, scheme and

conspiracy which was calculated, designed and intended to defraud and deceive Plaintiffs both individually and Deliveries of valuable assets.

245. Defendants, willfully and premeditatedly conspired to deprive Plaintiffs individually and of property, money and valuable rights.

246. Defendants had knowledge of the improper and fraudulent transfer of assets of Deliveries without Plaintiffs knowledge.

247. Defendants caused Plaintiff to be "Frozen-out" of the business of Drayage.

248. Defendants conspired to deprive plaintiffs and Deliveries of property, money and rights and to cause Deliveries to lose business by forming "SHADOW" corporations under defendants sole control whose businesses was similar to Deliveries for the purpose of diverting property, money and assets to Defendants individually.

249. Each of the foregoing acts were committed by Defendants pursuant to and the furtherance of the conspiracy for the expressed and intended purpose of deceiving and defrauding Plaintiffs and Deliveries, thereby depriving Plaintiffs of their money, property and rights.

250. The acts of Defendants were done willfully, maliciously and without cause and for the purpose of causing harm.

251. By reason of the foregoing, Plaintiffs have been damaged in the sum of Twenty Million Dollars (\$20,000,000.00).

AS AND FOR AN TENTH CAUSE OF ACTION

252. Plaintiffs repeats and reiterates each and every allegation contained in paragraph numbered (1) through (251) as if fully set forth at length herein.

253. Defendants have refused to permit Plaintiffs to have access to the business records of Drayage.

254. Defendants have mismanaged the properties and assets of Drayage.

255. Defendants have diverted profits of Drayage for their own personal use, and to the detriment of Plaintiffs.

256. The mismanagement of the properties and the concealment of the books and records of the Defendants have been done for the sole purpose of defrauding Plaintiffs and “freezing-out” Plaintiff from the business of Drayage.

257. By reason of the foregoing, demand is hereby made for the appointment of a receiver by this Honorable Court pursuant to N.Y. CPLR §6401 to stop the continued erosion of corporate assets by Defendants.

258. By reason of the foregoing, Plaintiff respectfully demands that this Honorable Court appoint a receiver to operate the business of Drayage.

AS AND FOR AN ELEVENTH CAUSE OF ACTION

259. Plaintiffs repeats and reiterates each and every allegation contained in paragraph numbered (1) through (258) as if fully set forth at length herein.

260. By reason of the foregoing, Plaintiff demands that a receiver be appointed pursuant to NY BCL § 1202 to operate the business of Drayage.

AS AND FOR AN TWELFTH CAUSE OF ACTION

261. Plaintiffs repeats and reiterates each and every allegation contained in paragraph numbered (1) through (260) as if fully set forth at length herein.

262. Defendants have refused to permit Plaintiffs to have access to the business records of Bridgeside.

263. Defendants have mismanaged the properties and assets of Bridgeside .

264. Defendants have diverted profits of Bridgeside for their own personal use, and to the detriment of Plaintiffs.

265. The mismanagement of the properties and the concealment of the books and records of the Defendants have been done for the sole purpose of defrauding Plaintiffs and “freezing-out” Plaintiff from the business of Bridgeside.

266. By reason of the foregoing, demand is hereby made for the appointment of a receiver by this Honorable Court pursuant to N.Y. CPLR §6401 to stop the continued erosion of corporate assets by Defendants.

267. By reason of the foregoing, Plaintiff respectfully demands that this Honorable Court appoint a receiver to operate the business of Bridgeside.

AS AND FOR AN THIRTEENTH CAUSE OF ACTION

268. Plaintiffs repeats and reiterates each and every allegation contained in paragraph numbered (1) through (267) as if fully set forth at length herein.

269. By reason of the foregoing, Plaintiff demands that a receiver be appointed pursuant to NY BCL § 1202 to operate the business of Bridgeside

AS AND FOR AN FOURTEENTH CAUSE OF ACTION

270. Plaintiffs repeats and reiterates each and every allegation contained in paragraph numbered (1) through (270) as if fully set forth at length herein.

271. Defendants have refused to permit Plaintiffs to have access to the business records of Deliveries.

272. Defendants have mismanaged the properties and assets of Deliveries.

273. Defendants have diverted profits of Deliveries for their own personal use, and to the detriment of Plaintiffs.

274. The mismanagement of the properties and the concealment of the books and records of the Defendants have been done for the sole purpose of defrauding Plaintiffs and "freezing-out" Plaintiff from the business of Deliveries.

275. By reason of the foregoing, demand is hereby made for the appointment of a receiver by this Honorable Court pursuant to N.Y. CPLR §6401 to stop the continued erosion of corporate assets by Defendants.

276. By reason of the foregoing, Plaintiff respectfully demands that this Honorable Court appoint a receiver to operate the business of Deliveries.

AS AND FOR AN FIFTEENTH CAUSE OF ACTION

277. Plaintiffs repeats and reiterates each and every allegation contained in paragraph numbered (1) through (276) as if fully set forth at length herein.

278. By reason of the foregoing, Plaintiff demands that a receiver be appointed pursuant to NY BCL § 1202 to operate the business of Deliveries.

AS AND FOR AN SIXTEENTH CAUSE OF ACTION

279. Plaintiffs repeats and reiterates each and every allegation contained in paragraph numbered (1) through (279) as if fully set forth at length herein.

280. Defendants have refused to permit Plaintiffs to have access to the business records of Trucking.

281. Defendants have mismanaged the properties and assets of Trucking.

282. Defendants have diverted profits of Trucking. for their own personal use, and to the detriment of Plaintiffs.

283. The mismanagement of the properties and the concealment of the books and records of the Defendants have been done for the sole purpose of defrauding Plaintiffs and "freezing-out" Plaintiff from the business of Trucking..

284. By reason of the foregoing, demand is hereby made for the appointment of a receiver by this Honorable Court pursuant to N.Y. CPLR §6401 to stop the continued erosion of corporate assets by Defendants.

285. By reason of the foregoing, Plaintiff respectfully demands that this Honorable Court appoint a receiver to operate the business of Trucking..

AS AND FOR AN SEVENTEENTH CAUSE OF ACTION

286. Plaintiffs repeats and reiterates each and every allegation contained in paragraph numbered (1) through (285) as if fully set forth at length herein.

287. By reason of the foregoing, Plaintiff demands that a receiver be appointed pursuant to NY BCL § 1202 to operate the business of Trucking.

AS AND FOR AN EIGHTEENTH CAUSE OF ACTION

288. Plaintiffs repeats and reiterates each and every allegation contained in paragraph numbered (1) through (287) as if fully set forth at length herein.

289. Defendants have refused to permit Plaintiffs to have access to the business records of Port.

290. Defendants have mismanaged the properties and assets of Port.

291. Defendants have diverted profits of Port for their own personal use, and to the detriment of Plaintiffs.

292. The mismanagement of the properties and the concealment of the books and records of the Defendants have been done for the sole purpose of defrauding Plaintiffs and “freezing-out” Plaintiff from the business of Port.

293. By reason of the foregoing, demand is hereby made for the appointment of a receiver by this Honorable Court pursuant to N.Y. CPLR §6401 to stop the continued erosion of corporate assets by Defendants.

294. By reason of the foregoing, Plaintiff respectfully demands that this Honorable Court appoint a receiver to operate the business of Port...

AS AND FOR AN NINETEENTH CAUSE OF ACTION

295. Plaintiffs repeats and reiterates each and every allegation contained in paragraph numbered (1) through (294) as if fully set forth at length herein.

296. By reason of the foregoing, Plaintiff demands that a receiver be appointed pursuant to NY BCL § 1202 to operate the business of Port.

AS AND FOR AN TWENTIETH CAUSE OF ACTION

297. Plaintiffs repeats and reiterates each and every allegation contained in paragraph numbered (1) through (296) as if fully set forth at length herein.

298. By reason of the foregoing, Plaintiff demands that the Court permanently enjoin Defendants from withdrawing and/or disposing of any money, property or other assets of Drayage, Bridgeside, Deliveries, Trucking, Port or any affiliates, subsidiaries or division thereof except in the regular course of business of the Corporate Defendants.

AS AND FOR AN TWENTY-FIRST CAUSE OF ACTION

299. Plaintiffs repeats and reiterates each and every allegation contained in paragraph numbered (1) through (298) as if fully set forth at length herein.

300. By reason of the foregoing, Plaintiff hereby demands that Defendant be permanently enjoined from conducting business through Bridgeside and that all business previously performed by Bridgeside be conducted through Drayage.

AS AND FOR AN TWENTY-SECOND CAUSE OF ACTION

301. Plaintiffs repeats and reiterates each and every allegation contained in paragraph numbered (1) through (300) as if fully set forth at length herein.

302. By reason of the foregoing, Plaintiff hereby demands that Defendant be permanently enjoined from conducting business through Trucking and that all business previously performed by Trucking be conducted through Deliveries.

AS AND FOR AN TWENTY-THIRD CAUSE OF ACTION

303. Plaintiffs repeats and reiterates each and every allegation contained in paragraph numbered (1) through (302) as if fully set forth at length herein.

304. As a result of the foregoing mismanagement and concealment of records by Defendants, Plaintiffs hereby demand that Defendants account for all the assets diverted from Drayage, Deliveries, Port and any other affiliated companies without the authority and for a judgment directing Defendants to return to Drayage, Deliveries and Port all monies and assets improperly distributed, diverted, converted or otherwise distributed to the individual Defendants or to third parties for the benefit of the individual defendants.

AS AND FOR A TWENTY-FOURTH CAUSE OF ACTION

305. Plaintiffs repeats and reiterates each and every allegation contained in paragraph numbered (1) through (304) as if fully set forth at length herein.

306. Defendants acted in an illegal, unlawful, wanton, reckless, careless and intentional manner to such an extent as to cause Plaintiffs both individually and derivatively to demand punitive damages in the sum of Twenty Five Million Dollars (\$25,000,000.00)

WHEREFORE, Plaintiff demands judgment against Defendants as follows:

First Cause of Action:	JUDICIAL DISSOLUTION OF BRIDGESIDE DRAYAGE, INC. AND DAMAGES IN THE SUM OF \$20,000,000.00;
Second Cause of Action:	JUDICIAL DISSOLUTION OF BRIDGESIDE, INC. AND DAMAGES IN THE SUM OF \$20,000,000.00;
Third Cause of Action:	JUDICIAL DISSOLUTION OF JFK DELIVERIES, INC. AND DAMAGES IN THE SUM OF \$20,000,000.00;
Fourth Cause of Action:	JUDICIAL DISSOLUTION OF JFK TRUCKING, INC. AND DAMAGES IN THE SUM OF \$20,000,000.00;
Fifth Cause of Action:	JUDICIAL DISSOLUTION OF PORT EQUIPMENT RENTING, CORP. AND DAMAGES IN THE SUM OF \$20,000,000.00;
Sixth Cause of Action:	DAMAGES IN THE SUM OF \$20,000,000.00;
Seventh Cause of Action:	DAMAGES IN THE SUM OF \$20,000,000.00;
Eighth Cause of Action:	DAMAGES IN THE SUM OF \$20,000,000.00;
Ninth Cause of Action:	DAMAGES IN THE SUM OF \$20,000,000.00;
Tenth Cause of Action:	APPOINTMENT OF A RECEIVER PURSUANT TO CPLR §6401 TO OPERATE BRIDGESIDE DRAYAGE, INC.;
Eleventh Cause of Action:	APPOINTMENT OF A RECEIVER PURSUANT TO BCL §1202 TO OPERATE BRIDGESIDE DRAYAGE, INC.;

Twelfth Cause of Action: APPOINTMENT OF A RECEIVER PURSUANT TO CPLR §6401 TO OPERATE BRIDGESIDE, INC.;

Thirteenth Cause of Action: APPOINTMENT OF A RECEIVER PURSUANT TO BCL §1202 TO OPERATE BRIDGESIDE, INC.;

Fourteenth Cause of Action: APPOINTMENT OF A RECEIVER PURSUANT TO CPLR §6401 TO OPERATE JFK DELIVERIES, INC.;

Fifteenth Cause of Action: APPOINTMENT OF A RECEIVER PURSUANT TO BCL §1202 TO OPERATE JFK DELIVERIES, INC.;

Sixteenth Cause of Action: APPOINTMENT OF A RECEIVER PURSUANT TO CPLR §6401 TO OPERATE JFK TRUCKING, INC.;

Seventeenth Cause of Action: APPOINTMENT OF A RECEIVER PURSUANT TO BCL §1202 TO OPERATE JFK TRUCKING, INC.

Eighteenth Cause of Action: APPOINTMENT OF A RECEIVER PURSUANT TO CPLR §6401 TO OPERATE PORT EQUIPMENT RENTING, CORP.;

Nineteenth Cause of Action: APPOINTMENT OF A RECEIVER PURSUANT TO BCL §1202 TO OPERATE PORT EQUIPMENT RENTING, CORP.;

Twentieth Cause of Action: INJUNCTION PROHIBITING FURTHER WASTE BY DEFENDANTS;

Twenty-first Cause of Action: INJUNCTION PROHIBITING THE OPERATION OF BUSINESS THROUGH BRIDGESIDE, INC.

Twenty-second Cause of Action: INJUNCTION PROHIBITING THE OPERATION OF BUSINESS THROUGH JFK TRUCKING, INC.;

Twenty-third Cause of Action: ACCOUNTING;

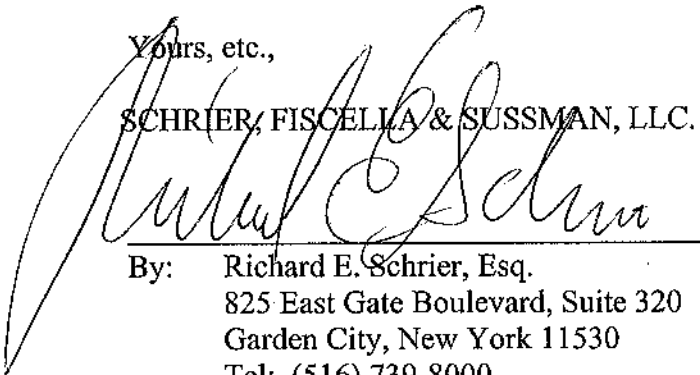
Twenty-fourth Cause of Action: PUNATIVE DAMAGES IN THE SUM OF
\$25,000,000.00

together with costs, disbursements and attorneys fees of this action along with punitive damages
in the sum of Twenty Five Million Dollars (\$25,000,000.00) and Plaintiffs further demand
interest and for such other and further relief as this Court may deem just and proper.

Dated: Garden City, New York
November 9, 2005

Yours, etc.,

SCHRIER, FISCELLA & SUSSMAN, LLC.



By: Richard E. Schrier, Esq.
825 East Gate Boulevard, Suite 320
Garden City, New York 11530
Tel: (516) 739-8000
Fax: (516) 739-8004

EXHIBIT “A”

ChecksByCompanySum

Company	Description	PayTo	Benefactor	Chec	TTL	Checks
BSD	Auto Lease & Purchase	BMW Financial Services	RLM	9	\$6,694.94	
BSD	Auto Lease & Purchase	Champion Auto Leasing	RLM	1	\$10,000.00	
BSD	Auto Lease & Purchase	Contract Leasing Corp	FJM	3	\$1,044.24	
BSD	Auto Lease & Purchase	SAAB Financial Services Corp.	FJM	17	\$9,783.50	
BSD	Expense Refunds	Frank J. Molfetta	FJM	5	\$50,500.00	
BSD	Expense Refunds	Lydia Calarco	FJM	1	\$1,000.00	
BSD	Expense Refunds	Michael Zito	FJM	37	\$46,674.74	
BSD	Expense Refunds	Peter Brunetti	FJM	62	\$76,806.10	
BSD	Expense Refunds	Robert Molfetta	RLM	16	\$81,000.00	
BSD	No Show Jobs/Personal Checks	Brie Moore	FJM	20	\$7,090.00	
BSD	No Show Jobs/Personal Checks	Carmen Colon	FJM	1	\$2,853.06	
BSD	No Show Jobs/Personal Checks	Carmine C. Uvino	FJM	1	\$20,000.00	
BSD	No Show Jobs/Personal Checks	Carmine Ragucci	FJM	1	\$1,391.33	
BSD	No Show Jobs/Personal Checks	Rhonda Piscioti	FJM	1	\$1,285.00	
BSD	Personal Home Repairs & Expenses.	Clean Venture	FJM	1	\$2,000.00	
BSD	Personal Home Repairs & Expenses.	John Koslowski	FJM	4	\$9,998.63	
BSD	Personal Home Repairs & Expenses.	Terra Tile And Marble	FJM	1	\$463.04	
BSD	Personal Home Repairs & Expenses.	Time Warner Cable	FJM	3	\$112.33	
BSD	Personal Home Repairs & Expenses.	Verizon Wireless	FJM	1	\$457.59	
BSD	Personal Home Repairs & Expenses.	Allstate Insurance Co.	FJM	2	\$3,346.90	
BSD	Personal Insurance	Peter Brunetti	FJM	1	\$1,230.65	
BSD	Personal Investment	Crum & Foster	FJM	1	\$29,494.89	
BSD	Personal Mortgages	Bank Of America	FJM	1	\$767.78	
BSD	Personal Mortgages	First Union National Bank	FJM	4	\$2,036.56	
BSD	Personal Taxes	Peter Brunetti	FJM	1	\$800.00	
BSD	Petty Cash	Cash	FJM	30	\$55,254.02	
BSD	Petty Cash	Petty Cash	FJM	378	\$1,920,862.66	
BSD	Profit Diversions	CBT Leasing	FJM	1	\$23,301.65	
BSD	Profit Diversions	Distribution Management Group, Inc.	FJM	99	\$262,685.32	
BSD	Profit Diversions	DMG	FJM	1	\$4,000.00	
BSD	Profit Diversions	Jacobi, Sieghardt, Bousanti, Barone, Piazza & Scano	FJM	1	\$5,000.00	
BSD	Profit Diversions	Riveredge Transportation, Inc.	FJM	35	\$220,469.82	
BSD	T & E Expenses	Advanta Business Cards	FJM	1	\$982.35	
BSD	T & E Expenses	American Express	FJM	39	\$201,782.49	
BSD	T & E Expenses	AT&T Universal Card	FJM	5	\$4,603.79	
BSD	T & E Expenses	Bank One Master Card	FJM	1	\$161.86	

ChecksByCompanySum

Check Type	Check Description	Count	Amount
BSD	T & E Expenses	5	\$2,871.70
BSD	T & E Expenses	1	\$2,092.00
BSD	T & E Expenses	1	\$1,511.51
BSD	T & E Expenses	1	\$213.00
BSD	T & E Expenses	1	\$169.75
BSD	T & E Expenses	2	\$1,952.42
BSD	T & E Expenses	11	\$8,853.12
BSD	T & E Expenses	14	\$4,998.88
BSD	T & E Expenses	23	\$26,870.23
BSD	T & E Expenses	9	\$5,314.00
BSD	T & E Expenses	1	\$1,630.00
BSD	T & E Expenses	5	\$1,500.31
BSD	T & E Expenses	1	\$876.00
BSD	T & E Expenses	3	\$1,250.00
BSD	T & E Expenses	1	\$2,825.00
BSD	T & E Expenses	2	\$3,591.76
BSD	T & E Expenses	13	\$1,153,771.92
BSD	Unpaid Loans	5	\$400,000.00
BSD	Unpaid Loans	1	\$7,000.00
BSD	Unpaid Loans	2	\$40,000.00
BSD	Unpaid Loans	1	\$25,000.00
BSD	Unpaid Loans	1	\$30,000.00
BSD	Unpaid Loans		\$4,788,226.84
FJM	Cabelas Visa		
FJM	Catering By Thelma, Inc.		
FJM	Chase Master Card		
FJM	CIBQ Speciality Food Service LLC		
FJM	Citi Cards		
FJM	Citibank Master Card		
FJM	Citibank Visa		
FJM	Colavita		
FJM	Colonia Country Club		
FJM	Country Club Limousines Ltd.		
FJM	Harley Davidson Card Services		
FJM	MBNA America		
FJM	Penny Pockets		
FJM	Snug Harbor Cultural Center		
FJM	Spina Bifida Association		
FJM	Universal Card		
FJM	Bridgeside Drayage, Inc.		
FJM	Distribution Management Group, Inc.		
FJM	Frank S. Molfetta		
FJM	Michael Zito		
FJM	Peter Brunetti		
FJM	Robert Molfetta		
FJM	Chase Automotive Finance		\$514.56
FJM	Contract Leasing Corp		\$660.00
FJM	SAAB Financial Services Corp.		\$3,452.50
FJM	Michael Zito		\$17,344.52
FJM	Peter Brunetti		\$18,795.00
FJM	Robert Molfetta		\$18,000.00
FJM	Brie Moore		\$1,200.00
FJM	Carmine C. Uvino		\$32,000.00
FJM	Time Warner Cable		\$178.36
FJM	Verizon Wireless		\$2,323.76
FJM	Allstate Insurance Co.		\$4,045.50
FJM	American General Life Insurance		\$5,264.43
BSI	Auto Lease & Purchase		
BSI	Auto Lease & Purchase		
BSI	Auto Lease & Purchase		
BSI	Expense Refunds		
BSI	Expense Refunds		
BSI	Expense Refunds		
BSI	No Show Jobs/Personal Checks		
BSI	No Show Jobs/Personal Checks		
BSI	Personal Home Repairs & Expenses.		
BSI	Personal Home Repairs & Expenses.		
BSI	Personal Insurance		
BSI	Personal Insurance		

ChecksByCompanySum

BSI	Personal Insurance	State Insurance Fund	FJM	1	\$1,566.45
BSI	Personal Legal & Accounting Fees	Concentra Medical Centers	FJM	6	\$1,595.00
BSI	Personal Legal & Accounting Fees	Tendler Associates, Inc.	FJM	1	\$5,000.00
BSI	Petty Cash	Cash	FJM	4	\$8,456.00
BSI	Petty Cash	Petty Cash	FJM	168	\$698,269.20
BSI	Profit Diversions	Bridgeside Drayage, Inc.	FJM	1	\$5,000.00
BSI	Profit Diversions	CBT Leasing	FJM	3	\$39,340.70
BSI	Profit Diversions	Distribution Management Group, Inc.	FJM	35	\$117,291.19
BSI	Profit Diversions	Riveredge Transportation, Inc.	FJM	15	\$127,678.26
BSI	T & E Expenses	American Express	FJM	17	\$79,225.87
BSI	T & E Expenses	AT&T Universal Card	FJM	1	\$590.55
BSI	T & E Expenses	Cabelas Visa	FJM	6	\$5,027.59
BSI	T & E Expenses	Citi Cards	FJM	1	\$174.54
BSI	T & E Expenses	Colavita	FJM	6	\$2,143.53
BSI	T & E Expenses	Colonia Country Club	RLM	4	\$1,456.12
BSI	T & E Expenses	Country Club Limousines Ltd.	FJM	2	\$515.00
BSI	Unpaid Loans	Bridgeside Drayage, Inc.	FJM	1	\$100,000.00
					\$1,297,108.63
DMG	Auto Lease & Purchase	Bay Ridge Voivo	RLM	1	\$10,000.00
DMG	Auto Lease & Purchase	BMW Financial Services	RLM	3	\$1,917.50
DMG	Auto Lease & Purchase	Caro Direct	FJM	1	\$7,500.00
DMG	Auto Lease & Purchase	Chase Automotive Finance	FJM	1	\$567.77
DMG	Auto Lease & Purchase	D'Amico Lincoln Mercury	RLM	1	\$374.17
DMG	Auto Lease & Purchase	Dana Lincoln Mercury	RLM	2	\$1,250.76
DMG	Auto Lease & Purchase	DiFeo Lexus	FJM	1	\$337.33
DMG	Auto Lease & Purchase	Dime Auto Finance	FJM	16	\$11,954.56
DMG	Auto Lease & Purchase	Ford Credit	FJM	10	\$3,279.37
DMG	Auto Lease & Purchase	Lexus Financial Services	RLM	2	\$1,155.36
DMG	Auto Lease & Purchase	S & B Auto	FJM	1	\$4,000.00
DMG	Expense Refunds	Dawn & Mike Innes	RLM	1	\$5,000.00
DMG	Expense Refunds	Dawn Molfetta	RLM	1	\$4,500.00
DMG	Expense Refunds	Frank Gangemi	RLM	9	\$7,388.75
DMG	Expense Refunds	Frank J. Molfetta	FJM	109	\$660,793.28
DMG	Expense Refunds	Frank S. Molfetta	FJM	73	\$69,040.04
DMG	Expense Refunds	John Roca	RLM	70	\$84,668.72

ChecksByCompanySum

DMG	Personal Investment	CIT Technology Fin Serv, Inc.	FJM	11	\$10,983.54
DMG	Personal Investment	Citicapital	FJM	35	\$300,457.53
DMG	Personal Investment	Citicorp Vendor Finance, Inc.	FJM	60	\$97,952.45
DMG	Personal Investment	Costom & Lichtman, Trust Acct.	FJM	13	\$14,677.70
DMG	Personal Investment	De Lage Landen Financial Svcs.	FJM	1	\$210.94
DMG	Personal Investment	Enron Capital & Trade	FJM	19	\$54,825.99
DMG	Personal Investment	Fortis	FJM	1	\$613.14
DMG	Personal Investment	Neivcourt Financial	FJM	2	\$12,453.50
DMG	Personal Investment	NMHG Financial Services	FJM	23	\$128,331.47
DMG	Personal Investment	The Associates	FJM	20	\$205,219.88
DMG	Personal Investment	United Of Omaha	FJM	15	\$6,303.59
DMG	Personal Investment	World Omni Financial Corp.	FJM	17	\$8,549.09
DMG	Personal Legal & Accounting Fees	Emergency Medical Associates	FJM	1	\$321.00
DMG	Personal Legal & Accounting Fees	Frank Shober, Inc.	FJM	2	\$7,525.24
DMG	Personal Legal & Accounting Fees	State Of New Jersey - CBT	FJM	1	\$10,074.00
DMG	Personal Legal & Accounting Fees	Tendler	FJM	1	\$2,500.00
DMG	Personal Legal & Accounting Fees	Tendler Associates, Inc.	FJM	2	\$3,500.00
DMG	Personal Mortgages	Associates Commercial Corp	FJM	14	\$26,647.35
DMG	Personal Mortgages	Edison Tyler Village Court	FJM	18	\$17,962.88
DMG	Personal Mortgages	M & T Mortgage Corp	FJM	29	\$23,674.94
DMG	Personal Mortgages	Superior Bank	FJM	5	\$3,425.85
DMG	Petty Cash	Wells Fargo Home Mortgage	RLM	1	\$300.00
DMG	Petty Cash	Cash	FJM	73	\$202,913.39
DMG	Profit Diversions	Petty Cash	FJM	94	\$255,037.39
DMG	Profit Diversions	D & L	FJM	4	\$4,328.50
DMG	Profit Diversions	Distribution Management Group, Inc.	FJM	64	\$2,052,333.33
DMG	Profit Diversions	JFK Deliveries	RLM	1	\$15,428.36
DMG	Profit Diversions	Port Equipment Renting Corp	FJM	71	\$1,759,500.00
DMG	Profit Diversions	Riveredge Transportation, Inc.	FJM	88	\$790,608.00
DMG	T & E Expenses	Riveredge Unloading Account	FJM	1	\$10,000.00
DMG	T & E Expenses	Adios Golf Club	FJM	7	\$18,014.38
DMG	T & E Expenses	Advanta Bank Corp	FJM	12	\$18,547.25
DMG	T & E Expenses	Advanta Business Cards	FJM	10	\$19,565.72
DMG	T & E Expenses	American Express	FJM	99	\$449,554.28
DMG	T & E Expenses	American Express Centurion Bank	FJM	2	\$707.57
DMG	T & E Expenses	Barry Herman Orchestras	FJM	1	\$2,400.00
DMG	T & E Expenses	Bayway Liquors	FJM	1	\$4,158.47

ChecksByCompanySum

DMG	T & E Expenses	Bedrock Granite	RLM	1	\$7,300.00
DMG	T & E Expenses	Best Entertainment Group, Inc.	FJM	1	\$1,060.00
DMG	T & E Expenses	Catering By Theima, Inc.	FJM	4	\$8,371.26
DMG	T & E Expenses	Citibank Aadvantage	FJM	4	\$1,465.91
DMG	T & E Expenses	Colavita	FJM	4	\$586.42
DMG	T & E Expenses	Colonia Country Club	FJM	74	\$189,056.83
DMG	T & E Expenses	Con Export	FJM	3	\$4,052.00
DMG	T & E Expenses	Concorde Limousine	FJM	4	\$1,120.28
DMG	T & E Expenses	Country Club Limousines Ltd.	FJM	7	\$5,778.00
DMG	T & E Expenses	CYO Camp	FJM	1	\$900.00
DMG	T & E Expenses	Dicks Deli	RLM	1	\$2,050.00
DMG	T & E Expenses	Dick's Delicatessen	RLM	2	\$4,911.00
DMG	T & E Expenses	Diners Club	FJM	21	\$10,829.80
DMG	T & E Expenses	Discover Platinum Card	FJM	1	\$395.14
DMG	T & E Expenses	Euromoda Ltd.	FJM	1	\$1,430.00
DMG	T & E Expenses	EZ Auto Glass Installers, Inc.	FJM	1	\$90.10
DMG	T & E Expenses	Franboise Catering	FJM	1	\$1,742.95
DMG	T & E Expenses	Frank Puleo	FJM	1	\$2,128.84
DMG	T & E Expenses	Harvest Wine & Spirits	FJM	1	\$485.03
DMG	T & E Expenses	Hemamgiona	FJM	1	\$1,250.00
DMG	T & E Expenses	LaBottega Wine & Liquor	FJM	2	\$10,412.83
DMG	T & E Expenses	Liberty Travel	FJM	1	\$2,588.00
DMG	T & E Expenses	Liquor Locker	FJM	8	\$22,862.85
DMG	T & E Expenses	Macy's	FJM	1	\$76.23
DMG	T & E Expenses	MBNA America	FJM	3	\$1,700.48
DMG	T & E Expenses	Mr. Beauty Equipment	FJM	1	\$1,500.00
DMG	T & E Expenses	Old Mill Yacht Club	FJM	4	\$850.00
DMG	T & E Expenses	Panicos	FJM	4	\$1,893.25
DMG	T & E Expenses	Pier 1 Imports	FJM	1	\$376.47
DMG	T & E Expenses	Pleasantdale Chateau	FJM	1	\$30,503.77
DMG	T & E Expenses	Richmond Ceramic Tile	RLM	1	\$2,200.31
DMG	T & E Expenses	Roselle Park World Of Liquor	FJM	1	\$1,897.64
DMG	T & E Expenses	Sabrina Crystal	FJM	2	\$1,357.50
DMG	T & E Expenses	Snug Harbor Cultural Center	FJM	20	\$43,425.00
DMG	T & E Expenses	Spectra Auto Body Inc.	FJM	1	\$1,126.78
DMG	T & E Expenses	Sterling World Of Liquors	FJM	10	\$17,228.51
DMG	T & E Expenses	Tiro A Segno Foundation Inc.	FJM	2	\$1,231.54

ChecksByCompanySum

PORT	Expense Refunds	Peter Brunetti	FJM	1	\$400.00
PORT	No Show Jobs/Personal Checks	Ann Brunetti	FJM	1	\$500.00
PORT	No Show Jobs/Personal Checks	Brie Moore	FJM	1	\$400.00
PORT	No Show Jobs/Personal Checks	Denise Merston	FJM	3	\$800.00
PORT	Personal Home Repairs & Expenses.	Huguenot Pharmacy	FJM	9	\$4,750.00
PORT	Personal Home Repairs & Expenses.	Isadore Rosenfeld MD	FJM	2	\$425.00
PORT	Personal Home Repairs & Expenses.	Madison Medical Group	FJM	1	\$15.00
PORT	Personal Home Repairs & Expenses.	Sona I. Degann MD PC	FJM	1	\$250.00
PORT	Personal Home Repairs & Expenses.	Structure House	FJM	4	\$5,851.83
PORT	Personal Legal & Accounting Fees	Dr. Deyann	FJM	1	\$250.00
PORT	Personal Legal & Accounting Fees	Dr. Marilyn G Karmason	FJM	5	\$2,875.00
PORT	Personal Legal & Accounting Fees	Dr. Robert Sorrentino, D.M.D	FJM	3	\$2,650.00
PORT	Personal Legal & Accounting Fees	Dr. Schmerin	FJM	1	\$200.02
PORT	Personal Legal & Accounting Fees	E- MED, LLP	FJM	1	\$22.00
PORT	Personal Legal & Accounting Fees	State Of New Jersey - CBT	FJM	1	\$383.00
PORT	Personal Legal & Accounting Fees	Tendler Associates, Inc.	FJM	8	\$6,750.00
PORT	Personal Legal & Accounting Fees	NJ Division Of Taxation	FJM	1	\$240.00
PORT	Personal Taxes	Distribution Management Group, Inc.	FJM	3	\$1,476.00
PORT	Profit Diversions	DMG	FJM	2	\$984.00
PORT	Profit Diversions	Port Equipment Renting Corp	FJM	1	\$1,500.00
PORT	Profit Diversions	Cohen's Fashion Optical	FJM	1	\$3,425.00
PORT	T & E Expenses				\$34,146.55

RTI	Auto Lease & Purchase	America Honda Finance	FJM	10	\$4,113.02
RTI	Auto Lease & Purchase <td>Chase Automotive Finance <td>FJM</td> <td>7</td> <td>\$5,251.89</td> </td>	Chase Automotive Finance <td>FJM</td> <td>7</td> <td>\$5,251.89</td>	FJM	7	\$5,251.89
RTI	Auto Lease & Purchase <td>Chrysler Credit Corp <td>FJM</td> <td>20</td> <td>\$9,917.35</td> </td>	Chrysler Credit Corp <td>FJM</td> <td>20</td> <td>\$9,917.35</td>	FJM	20	\$9,917.35
RTI	Auto Lease & Purchase <td>D'Amico Lincoln Mercury <td>RLM</td> <td>1</td> <td>\$77.46</td> </td>	D'Amico Lincoln Mercury <td>RLM</td> <td>1</td> <td>\$77.46</td>	RLM	1	\$77.46
RTI	Auto Lease & Purchase <td>DIFeo Lexus <td>FJM</td> <td>1</td> <td>\$499.23</td> </td>	DIFeo Lexus <td>FJM</td> <td>1</td> <td>\$499.23</td>	FJM	1	\$499.23
RTI	Auto Lease & Purchase <td>Lexus Financial Services <td>RLM</td> <td>1</td> <td>\$3,400.22</td> </td>	Lexus Financial Services <td>RLM</td> <td>1</td> <td>\$3,400.22</td>	RLM	1	\$3,400.22
RTI	Auto Lease & Purchase <td>Mercedes Benz Credit Corp <td>FJM</td> <td>50</td> <td>\$57,202.96</td> </td>	Mercedes Benz Credit Corp <td>FJM</td> <td>50</td> <td>\$57,202.96</td>	FJM	50	\$57,202.96
RTI	Auto Lease & Purchase <td>Open Road Honda <td>FJM</td> <td>1</td> <td>\$351.72</td> </td>	Open Road Honda <td>FJM</td> <td>1</td> <td>\$351.72</td>	FJM	1	\$351.72
RTI	Auto Lease & Purchase <td>Reydel Volkswagen <td>FJM</td> <td>1</td> <td>\$24,990.00</td> </td>	Reydel Volkswagen <td>FJM</td> <td>1</td> <td>\$24,990.00</td>	FJM	1	\$24,990.00
RTI	Expense Refunds <td>Frank J. Molfetta <td>FJM</td> <td>2</td> <td>\$108,954.98</td> </td>	Frank J. Molfetta <td>FJM</td> <td>2</td> <td>\$108,954.98</td>	FJM	2	\$108,954.98
RTI	Expense Refunds <td>Lydia Keenan <td>FJM</td> <td>1</td> <td>\$1,500.00</td> </td>	Lydia Keenan <td>FJM</td> <td>1</td> <td>\$1,500.00</td>	FJM	1	\$1,500.00
RTI	Expense Refunds <td>Michael Zito <td>FJM</td> <td>1</td> <td>\$4,504.64</td> </td>	Michael Zito <td>FJM</td> <td>1</td> <td>\$4,504.64</td>	FJM	1	\$4,504.64

ChecksByCompanySum

RTI	Expense Refunds	ChecksByCompanySum	FJM		
RTI	No Show Jobs/Personal Checks	Peter Brunetti	FJM	1	\$11,658.60
RTI	Personal Home Repairs & Expenses.	Carmine C. Uvino	FJM	1	\$18,000.00
RTI	Personal Insurance	Fords Lawnmower	RLM	1	\$2,223.88
RTI	Personal Insurance	Banc Of America Auto Insurance	FJM	2	\$360.32
RTI	Personal Insurance	Prudential	FJM	1	\$10,370.00
RTI	Personal Insurance	State Farm Insurance	FJM	2	\$1,384.09
RTI	Personal Legal & Accounting Fees	Tendler Associates, Inc.	FJM	3	\$5,500.00
RTI	Personal Mortgages	Bank Of America	FJM	13	\$10,656.10
RTI	Petty Cash	Cash	FJM	32	\$60,207.67
RTI	Petty Cash	Petty Cash	FJM	28	\$139,619.97
RTI	Profit Diversions	AJC	FJM	1	\$9,553.15
RTI	Profit Diversions	Bridgeside	FJM	1	\$1,750.00
RTI	Profit Diversions	Bridgeside Drayage, Inc.	FJM	30	\$231,649.69
RTI	Profit Diversions	CBT Leasing	FJM	3	\$890.00
RTI	Profit Diversions	Distribution Management Group, Inc.	FJM	35	\$209,300.13
RTI	Profit Diversions	DMG	FJM	1	\$23,194.21
RTI	Profit Diversions	Port Equipment Renting Corp	FJM	29	\$362,500.00
RTI	Profit Diversions	Riveredge Transportation, Inc.	FJM	1	\$7,680.46
RTI	Profit Diversions	Riveredge Unloading Account	FJM	4	\$20,000.00
RTI	T & E Expenses	American Express	FJM	28	\$247,954.59
RTI	T & E Expenses	Chase Master Card	FJM	3	\$1,142.50
RTI	T & E Expenses	Citi Advantage	FJM	1	\$417.51
RTI	T & E Expenses	Citi Cards	FJM	3	\$3,433.69
RTI	T & E Expenses	Colonia Country Club	FJM	1	\$802.45
RTI	T & E Expenses	F & S Tire	FJM	1	\$111.30
RTI	T & E Expenses	LaBottega Wine & Liquor	FJM	1	\$762.05
RTI	T & E Expenses	Liquor Locker	FJM	1	\$3,090.39
RTI	T & E Expenses	MBNA America	FJM	1	\$1,425.48
RTI	T & E Expenses	Parsons School Of Design Ben	FJM	1	\$500.00
RTI	T & E Expenses	Ray Catena Mercedes Benz	FJM	7	\$3,323.06
RTI	T & E Expenses	Richmond View Inc.	RLM	1	\$659.59
RTI	T & E Expenses	Sabrina Chrystal	FJM	1	\$630.00
RTI	T & E Expenses	The Tint Shop	FJM	1	\$323.14
RTI	T & E Expenses	Zippos	FJM	6	\$2,480.39
RTI	Unpaid Loans	Frank S. Molfetta	FJM	1	\$7,000.00
RTI	Unpaid Loans	Robert Molfetta	RLM	1	\$25,000.00
					\$1,646,317.88

ChecksByOfficerSum

Benefactor	Company	Description	CheckCount	TTLChecks
FJM	BSD	Auto Lease & Purchase	20	\$10,827.74
FJM	BSD	Expense Refunds	105	\$174,980.84
FJM	BSD	No Show Jobs/Personal Checks	24	\$32,619.39
FJM	BSD	Personal Home Repairs & Expenses.	10	\$13,031.59
FJM	BSD	Personal Insurance	3	\$4,577.55
FJM	BSD	Personal Investment	1	\$29,494.89
FJM	BSD	Personal Mortgages	5	\$2,804.34
FJM	BSD	Personal Taxes	1	\$800.00
FJM	BSD	Petty Cash	408	\$1,976,116.68
FJM	BSD	Profit Diversions	137	\$515,456.79
FJM	BSD	T & E Expenses	127	\$274,050.17
FJM	BSD	Unpaid Loans	22	\$1,625,771.92
FJM	BSI	Auto Lease & Purchase	9	\$4,627.06
FJM	BSI	Expense Refunds	23	\$36,139.52
FJM	BSI	No Show Jobs/Personal Checks	4	\$33,200.00
FJM	BSI	Personal Home Repairs & Expenses.	9	\$2,502.12
FJM	BSI	Personal Insurance	4	\$10,876.38
FJM	BSI	Personal Legal & Accounting Fees	7	\$6,595.00
FJM	BSI	Petty Cash	172	\$706,725.20
FJM	BSI	Profit Diversions	54	\$289,310.15
FJM	BSI	T & E Expenses	33	\$87,677.08
FJM	BSI	Unpaid Loans	1	\$100,000.00
FJM	DMG	Auto Lease & Purchase	30	\$27,639.03
FJM	DMG	Expense Refunds	321	\$855,649.79
FJM	DMG	No Show Jobs/Personal Checks	46	\$91,664.02
FJM	DMG	Personal Home Repairs & Expenses.	289	\$568,798.90
FJM	DMG	Personal Insurance	28	\$126,620.52
FJM	DMG	Personal Investment	219	\$841,718.40
FJM	DMG	Personal Legal & Accounting Fees	7	\$23,920.24
FJM	DMG	Personal Mortgages	66	\$71,711.02
FJM	DMG	Petty Cash	167	\$457,950.78
FJM	DMG	Profit Diversions	228	\$4,616,769.83
FJM	DMG	T & E Expenses	356	\$921,554.40
FJM	DMG	Unpaid Loans	19	\$1,085,200.00
FJM	JFK	Expense Refunds	4	\$6,000.00
FJM	JFK	Personal Insurance	1	\$2,683.74

ChecksByOfficerSum

FJM	JFK	Personal Legal & Accounting Fees	1	\$500.00
FJM	JFK	Profit Diversions	5	\$6,000.00
FJM	PORT	Expense Refunds	1	\$400.00
FJM	PORT	No Show Jobs/Personal Checks	5	\$1,700.00
FJM	PORT	Personal Home Repairs & Expenses.	17	\$11,291.83
FJM	PORT	Personal Legal & Accounting Fees	20	\$13,130.02
FJM	PORT	Personal Taxes	1	\$240.00
FJM	PORT	Profit Diversions	6	\$3,960.00
FJM	PORT	T & E Expenses	1	\$3,425.00
FJM	RTI	Auto Lease & Purchase	90	\$102,326.17
FJM	RTI	Expense Refunds	5	\$126,618.22
FJM	RTI	No Show Jobs/Personal Checks	1	\$18,000.00
FJM	RTI	Personal Insurance	5	\$12,114.41
FJM	RTI	Personal Legal & Accounting Fees	3	\$5,500.00
FJM	RTI	Personal Mortgages	13	\$10,656.10
FJM	RTI	Petty Cash	60	\$199,827.64
FJM	RTI	Profit Diversions	105	\$866,517.64
FJM	RTI	T & E Expenses	56	\$266,396.55
FJM	RTI	Unpaid Loans	1	\$7,000.00
				\$17,291,668.66

RLM	BSD	Auto Lease & Purchase	10	\$16,694.94
RLM	BSD	Expense Refunds	16	\$81,000.00
RLM	BSD	Unpaid Loans	1	\$30,000.00
RLM	BSI	Expense Refunds	8	\$18,000.00
RLM	BSI	T & E Expenses	4	\$1,456.12
RLM	DMG	Auto Lease & Purchase	9	\$14,697.79
RLM	DMG	Expense Refunds	130	\$295,038.08
RLM	DMG	No Show Jobs/Personal Checks	1	\$5,000.00
RLM	DMG	Personal Mortgages	1	\$300.00
RLM	DMG	Profit Diversions	1	\$15,428.36
RLM	DMG	T & E Expenses	5	\$16,461.31
RLM	DMG	Unpaid Loans	2	\$105,000.00
RLM	JFK	Auto Lease & Purchase	3	\$2,943.91
RLM	JFK	Expense Refunds	9	\$13,200.00
RLM	JFK	Personal Home Repairs & Expenses.	3	\$716.13

			ChecksByOfficerSum *	
RLM	JFK	Personal Insurance	1	\$82.70
RLM	JFK	Personal Investment	3	\$6,449.13
RLM	JFK	Petty Cash	5	\$2,426.77
RLM	JFK	T & E Expenses	30	\$92,094.94
RLM	RTI	Auto Lease & Purchase	2	\$3,477.68
RLM	RTI	Personal Home Repairs & Expenses.	1	\$2,223.88
RLM	RTI	T & E Expenses	1	\$659.59
RLM	RTI	Unpaid Loans	1	\$25,000.00
				\$748,351.33

ATTORNEY'S VERIFICATION

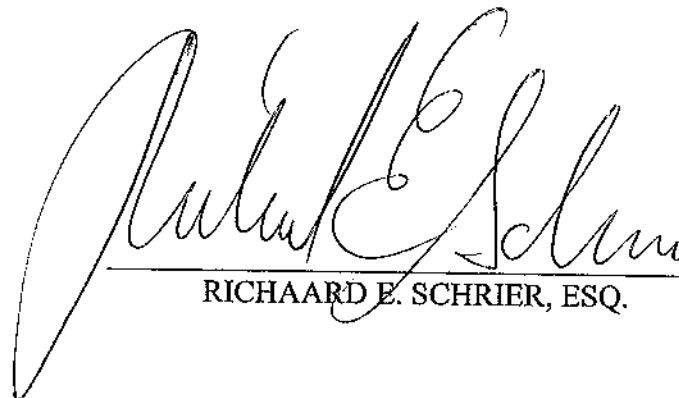
STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

The undersigned, an attorney admitted to practice in the Courts of the State of New York, shows: that deponent is a member of the firm of SCHRIER FISCELLA & SUSSMAN, L.L.C. the attorneys of record for the Plaintiff, MICHAEL MOLFETTA, SR., Individually and on behalf of BRIDGESIDE DRAYAGE, INC., JFK DELIVERIES, INC., and PORT EQUIPMENT RENTING CORP., in the within action; that deponent has read the foregoing **Verified Complaint** and knows the contents thereof; that the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters deponent believes it to be true. Deponent further says that the reason this verification is made by deponent and not by Plaintiff is that Plaintiff is located in a County other than where deponent maintains his office.

The grounds of deponent's belief as to all the matters stated upon deponent's knowledge are as follows: correspondence, information and documents in deponent's file.

The undersigned affirms that the foregoing statements are true, under the penalties of perjury.

Dated: Garden City, New York
November 10, 2005



RICHARD E. SCHRIER, ESQ.